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IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

: Case No.18-23484-TPA

Bradley Leslie and Susan Leslie, : Chapter 13

Bradley Leslie and Susan Leslie,

Movant(s),

- vs. -

Select Portfolio Servicing, Inc., and Ronda J. Winnecour, Trustee, :

Respondents.

___X

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED FEBRUARY 11, 2019

1. Pursuant to 11 U.S.C. § 1329, the Debtor has filed an Amended Chapter 13 Plan dated September 15, 2020, which is annexed hereto at Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:

Amendments to section 2.1 - the monthly plan payment amount (due to notice of mortgage payment change), section 3.1 - the payment amounts to Select Portfolio Servicing, Inc. (per prior plan confirmation order) and section 6.1 - the removal of leases being paid outside of plan per prior plan confirmation order.

2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:

Select Portfolio Servicing, Inc.

3. Debtor submits that the reason(s) for the modification is (are) as follows:

Mortgage payment amount has changed due to notice of mortgage payment change

4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with [11 U.S.C. §§ 1322(a), 1322(b), 1325(a)] and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 16th day of September, 2020.

Name: Ronald B. Roteman, Esq.

Attorney I.D.: 66809 Address:125 1st Avenue

Pittsburgh, PA 15222

Phone #: 412-391-8510 Facsimile #: 412-391-8522

E-Mail: rroteman@stonecipherlaw.com

Attorney for the Debtor

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Fill in this	information to identif	y your case:	WWW.								
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Debtor 2 (Spouse, #filin	Susan Ya) Faritam	łádže Nama	Leslie Lest Name			en changed		· (latia)			
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Part 1:	Notices	···									
To Debtors	indicate that the	e option is appre	opriate in your circ	in some cases, but the pres umstances. Plans that do n an control unless otherwise o	ot com	bly with loca	al rule				
	In the following n	otice to creditors,	you must check each	box that applies.							
To Creditor	rs: YOUR RIGHTS I	YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.									
		You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have ar attorney, you may wish to consult one.									
	ATTORNEY MU THE CONFIRMA PLAN WITHOUT	IST FILE AN OBJ ATION HEARING, IT FURTHER NOTI	IECTION TO CONFII , UNLESS OTHERW ICE IF NO OBJECTION	YOUR CLAIM OR ANY PROV RMATION AT LEAST SEVEN VISE ORDERED BY THE COU ON TO CONFIRMATION IS FIL OF OF CLAIM IN ORDER TO L	(7) DAY IRT. TI .ED. SE	S BEFORE IE COURT I E BANKRUI	THE I	DATE SET FOI CONFIRM THIS RULE 3015. II			
	includes each o	of the following i		Debtor(s) must check one bo fed" box is unchecked or bo 1.							
payme				3, which may result in a partial a action will be required t		Included	(Not included			
1	ance of a judicial lien on 3.4 (a separate actio	•	• •	ney security interest, set out limit)	in	Included	(•	Not included			
1.3 Nonsta	andard provisions, set	l out in Part 9				Included	(®	Not included			
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1 Debtor(s) Total amore follows: Payments	will make regular payount of \$2,830.00 By Income Attack	per month for	s tee: a remaining plan ter by Debtor	By Automated Bank Transfe		e trustee fro	m fut	ure earnings as			

Document Page 4 of 12 Case number Debtor(s) Bradley Leslie, Susan Leslie 2,2 Additional payments: shall be fully paid by the Trustee to the Clerk of the Bankruptcy Court from the first Unpaid Filing Fees. The balance of \$ available funds. Check one. None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments 2.3 plus any additional sources of plan funding described above. Part 3: Treatment of Secured Claims 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. Amount of Start date Current Collateral Name of creditor (MM/YYYY) installment arrearage (if payment any) (including escrow) Residence located at 4100 Karla Drive, 11/2020 \$1,552.98 \$0.00 Select Portfolio Servicing, Inc. Butler, PA 16001 Residence located at 4100 Karla Drive, \$201.87 \$0.00 02/2019 **Butler Armco Federal Credit Union** Butler, PA **Butler Armco Federal Credit Union** \$0.00 02/2019 \$371.60 2014 Nissan Murano (acct no. 0086) **Butler Armco Federal Credit Union** \$327.33 \$0.00 02/2019 2015 Honda Pilot (acct no. 0086) Insert additional claims as needed. 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one. None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below. For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding). Amount of Amount of Interest Monthly Estimated amount Value of Name of creditor Collateral claims senior secured payment to of creditor's total collateral rate to creditor's creditor claim (See Para. 8.7 claim below) claim

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\$0.00 \$0.00 \$0.00 \$0.00 0% \$0.00

Insert additional claims as needed.

Page 6 of 12 Case number Document Debtor(s) Bradley Leslie, Susan Leslie 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Monthly payment Amount of claim Interest Name of creditor Collateral rate to creditor 0% \$0.00 \$0.00 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Interest Monthly payment Name of creditor **Modified principal** Collateral or pro rata balance* rate \$0.00 \$0.00 0% Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced. The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5. Collateral Name of creditor Timeshare, Wyndham Vacation Resorts, Myrtle Beach, SC Fairfield Resorts, Inc.

Insert additional claims as needed.

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Insert additional claims as needed.

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4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit. If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. Check here if this payment is for prepetition arrearages only. Monthly payment Name of creditor (specify the actual payee, e.g. PA Description Claim or pro rata SCDU) \$0.00 \$0.00 Insert additional claims as needed. 4.6 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support. Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Amount of claim to be paid Name of creditor \$0.00 Insert additional claims as needed. 4.7 Priority unsecured tax claims paid in full. Tax periods Interest Total amount of claim Type of tax Name of taxing authority rate (0% if blank) 0% \$0.00

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Insert additional claims as needed.

Debtor(s) Bradley Leslie, Susan Leslie

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The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	monthly payment	Postpetition account number
	\$0.00	

Insert additional claims as needed.

Debtor(s) Bradley Leslie, Susan Leslie 5.4 Other separately classified nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced. The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Basis for separate classification and Amount of arrearage Interest Estimated total Name of creditor payments to be paid treatment rate by trustee \$0.00 0% \$0.00 Insert additional claims as needed. Part 6: **Executory Contracts and Unexpired Leases** 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Current **Estimated total** Payment Description of leased property or Amount of Name of creditor installment payments by beginning executory contract arrearage to be date (MM/ payment trustee paid YYYY) Insert additional claims as needed. Part 7: Vesting of Property of the Estate 7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan. General Principles Applicable to All Chapter 13 Plans Part 8:

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- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be 8.1 extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Debtor(s) Bradley Leslie, Susan Leslie

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Part 10: **Signatures**

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/ Bradley Leslie	X /s/ Susan Leslie		
Signature of Debtor 1	Signature of Debtor 2		
Executed on Sep 15, 2020	Executed onSep 15, 2020		
MM/DD/YYYY	MM/DD/YYYY		
X /s/ Ronald B. Roteman	DateSep 15, 2020		
Signature of debtor(s)' attorney	MM/DD/YYYY		